

Kryptonite's Global Anti-Theft Protection Offer

Terms and Conditions (effective June 21, 2016)

These terms and conditions for Kryptonite's Anti-Theft Protection Offer ("Terms and Conditions") apply to all customers who have registered at www.kryptonitelock.com on or after June 21, 2016. Any customers who do not have access to a computer to register online and who request a print registration from Kryptonite will be required to agree to these same terms and conditions. For any customers that registered prior to June 21, 2016, those customers are subject to the terms and conditions in effect prior to June 21, 2016 (For a copy contact Kryptonite at https://kryptonite.zendesk.com/anonymous_requests/new).

Upon proper registration of a Kryptonite product within 30 days of lock purchase and payment (as applicable), Kryptonite will provide the registrant with a one (1) to five (5) year Anti-Theft Protection Offer, depending on what length of coverage is selected, and subject to the terms and conditions stated herein. Registrant must be 18 years or older to agree to the Terms and Conditions and complete registration.

(Note: For the United States of America only, please note that certain products are not covered in Manhattan, NY, United States of America.) Please visit our ATPO FAQ at <https://kryptonite.zendesk.com> for the list of products that are covered in Manhattan, New York, United States of America and New York County, New York, United States of America under zip codes from 10001 - 10292.

The Kryptonite Anti-Theft Protection Offer ("Offer") is not to be construed as bicycle or powersport vehicle insurance. It offers protection against the theft of a properly registered bicycle or powersport vehicle caused by lock failure. "Bicycles" include e-bikes; however, this Offer shall not extend any coverage for loss of or damage to the e-bike battery. "Powersport vehicles" are limited to motorcycles, mopeds, scooters, personal watercraft, ATV's, UTV's and snowmobiles. If the registered bicycle or powersport vehicle is stolen because of the malicious or unintended opening or breaking of the Kryptonite lock by force, Kryptonite will pay the registrant the lesser of : [1] the base cost of the bicycle or powersport vehicle, excluding tax and accessories, in accordance with the amount listed for the subject lock; or [2] the theft deductible under any applicable insurance policy (Note: Kryptonite requires proof of payment from the insurance company prior to paying a deductible under this Offer). To locate the ATPO coverage amount, look for the sticker on the front of the Kryptonite lock package or check the product page on Kryptonite's website (kryptonitelock.com).

Remember this is an OPTIONAL offer and registration is required to participate in the program.

Please visit the ATPO FAQ at <https://kryptonite.zendesk.com> for the maximum amounts payable under this Offer per product.

This Offer provides the registrant with an exclusive remedy once all requirements have been completed and all required materials are sent to Kryptonite within the specified time frames indicated below. No other offers, express or implied, are made by Kryptonite or any other Allegion entity.

Registering for Anti-Theft Protection

To register, visit Kryptonite's website and click on the "Register for Anti-Theft Protection" button right on the homepage of the KRYPTONITELOCK.COM site. If a customer does not have internet access, they

may request the registration documents by contacting Kryptonite via phone at 800-SAY-LOCK (729-5625) or 001 781-828-6655

The following information is required for registration: Customer contact details, lock information including a copy of the itemized receipt of purchase, key number of the subject lock, vehicle information including vehicle type (bike or powersport), base cost, the serial #, an itemized copy of the bill of sale, and an image of the bicycle or powersport vehicle. Failure to provide the requested information will void the registration.

Note: If a customer has a custom or used bike or powersport vehicle and does not have a copy of the bill of sale, please provide an appraisal from a dealer that reflects the current value of the bike or powersport vehicle.

Registration fees range from \$9.99 USD (or equivalent local currency) for a one (1) year period to \$29.99 USD (or equivalent local currency) for a five (5) year period for moderate security products. High & Ultimate security products are free to register for one (1) year and range up to \$24.99 USD (or equivalent local currency) for five (5) years.

Note: It is recommended that customers keep a copy of the Anti-Theft Protection registration documents together should a theft claim need to be filed.

Requirements in the event of a theft:

1. Report the theft to the police within 72 hours.
2. Immediately report the theft to the insurance company, if covered by insurance.
3. Notify Kryptonite within **seven (7) days of the theft** – A request ticket can be submitted through the Kryptonite website (<http://www.kryptonitelock.com/en/customer-service/contactus.html>) or by calling 800-SAY-LOCK (customers in USA/Canada) or 001 781-828-6655 (customers in UK/Europe).

Filing a Claim: To file a claim, visit Kryptonite's website and click on the "File a Claim" button on the main ATPO page (<http://www.kryptonitelock.com/en/customer-service/register-for-anti-theft.html>)

REMINDER – Cables and accessories are NOT covered under this Offer. If a customer purchases a u-lock/cable combination pack the u-lock is the only product covered under this Offer. Any theft occurring with the cable is not covered, as the cable is a secondary deterrent

REMEMBER THAT PROPER AND TIMELY REGISTRATION IS REQUIRED FOR FILING A CLAIM.

In order to file the claim, the following pieces of information are required: Registrant's contact details, including email address, registration confirmation number (also included in the registration confirmation email), copy of the official police report, description of the lock-up – provide info on how the lock failed (it is always recommended to lock the vehicle to a secured stationary object), image of the broken lock*, image of one original key, proof of deductible from insurance company, if covered by insurance.

*Kryptonite reserves the right to request the actual lock

Failure to forward all required materials within ninety (90) days will void the claim and Kryptonite will have no further responsibility under this Offer. For all print registrations and supporting documents for filing a claim, it is recommended that the use of certified mail, return receipt be used as Kryptonite is not responsible for non-receipt of mail.

NOTE: If the bicycle or powersport vehicle is stolen within fifteen (15) days of the lock purchase and prior to registering for Anti-Theft Protection Offer, Kryptonite will accept the claim for the Anti-Theft Protection Offer provided all of the requirements listed above in the “Requirements in the event of theft” are met. Any claims filed under this Offer are subject to the “Limitations” listed below.

Limitations

Please note that the limitations noted herein may be subject to national, state, province or local laws, which may provide additional rights or remedies. SEE LOCAL LAWS FOR SPECIFIC RIGHTS AND REMEDIES.

1. Terms and conditions are subject to change at the sole discretion of Kryptonite.
2. For claims in the United States of America only, certain products are not covered under this Offer in Manhattan, NY, United States of America. Please visit Kryptonite’s ATPO FAQ at <https://kryptonite.zendesk.com> for the list of products that are covered in Manhattan, New York. For claims in the European Union, please visit Kryptonite’s ATPO FAQ at <https://kryptonite.zendesk.com> for the list of products that are covered.
3. This offer expires one (1) to five (5) years (depending on length of coverage selected) from Kryptonite’s receipt of the proper and timely registration. This offer only applies to the registered lock owner and bicycle or powersport vehicle identified in the registration. All registrations and claims are subject to these Terms and Conditions. Failure to properly and timely submit a registration will void this Offer and Kryptonite will have no further obligation under this Offer.
4. Kryptonite is not liable under this Offer if the frame of the bicycle or powersport vehicle or the object to which such vehicle was locked was dismantled or cut, or if the Kryptonite lock was not broken or opened by malicious or unintended means. Customers who purchase disc locks which offer the ATPO coverage (e.g., New York, Evolution series 4, KryptoLok series 2, KryptoLok 10-S) are eligible even though such locks cannot be secured to a stationary object. In these particular lock-up situations a customer is only required to use the lock as it is intended to eliminate ride or roll away theft. Remember – in the event of a theft, Kryptonite requires an image of the broken lock. Kryptonite also reserves the right to require the actual disc lock for inspection.
5. Cables and accessories are NOT covered under this Offer. If a u-lock/cable combination pack is purchased, the u-lock is covered but the cable is only a secondary deterrent as stated on the package and is not covered. The cable SHOULD NOT be used as the primary lock. Please check out Kryptonite’s proper lock-up videos if there are any questions about how to lock a bike or powersport vehicle when using both a u-lock and a cable.
6. This Offer applies only to bicycles and powersport vehicles as defined herein.
7. This Offer applies only to the actual theft of the bicycle or powersport vehicle registered with Kryptonite and does not apply to attempted thefts or thefts where the bicycle or powersport vehicle is

recovered. This Offer does not apply to theft of any personal property located on the stolen bicycle or powersport vehicle or any theft of an e-bike battery. This Offer does not apply to damage caused by vandalism (e.g., damage that does not result in theft). For purposes of this Offer, the term “theft” means the unauthorized removal of bicycle or powersport vehicles by a person other than the owner of the bicycle/powersport vehicle or his/her agent which results in a legal claim for theft or a claim for theft against a company which insures said bicycle/powersport vehicle.

8. This Offer applies to one bike or powersport vehicle per lock at a time. A second bike or powersport vehicle can be included in the registration by submitting a request ticket through Kryptonite’s website <https://kryptonite.zendesk.com>; however, only one vehicle will be covered at a time.

9. This Offer can be transferred when a new bike is purchased; however, a registration cannot be transferred from one individual to another. Contact Kryptonite by submitting a request through the website <https://kryptonite.zendesk.com> and include a copy of the new bill of sale so that the new bike or powersport details can be included on the registration.

10. This Offer applies to thefts occurring in countries where ATPO is offered. For a complete list of countries visit Kryptonite’s ATPO FAQ at <https://kryptonite.zendesk.com>. For customers that register on or after June 21, 2016, coverage is available in all countries that are listed on the ATPO FAQ stated above. For customers registered prior to June 21, 2016, the original terms and conditions apply.

11. If filing a claim with Kryptonite and - there is insurance coverage, Kryptonite requires that the insurance company notify Kryptonite in writing of the deductible amount.

12. Customer data will be stored outside the EU. In order for European Customers to register for the ATPO, customers must acknowledge consent of this during registration.

13. The maximum amount payable by Kryptonite under this Offer to any one registered owner, regardless of the number of locks at issue or bicycle or powersport vehicles registered, shall not exceed the maximum amounts identified by Kryptonite based on the type of lock product identified on the claim and shall not exceed the lesser of (i) the base cost of the bicycle or powersport vehicle excluding tax and accessories; or (ii) any insurance deductible. (Note: Kryptonite requires proof of payment from the insurance company prior to paying a deductible under this Offer).

14. IN NO EVENT SHALL KRYPTONITE BE LIABLE TO ANY INDIVIDUAL FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS AND SERVICES, LOSS OF PROFITS, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF THE BICYCLE/POWERSPORT VEHICLE OWNER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. A customer’s rights under this Offer may not be assigned, subrogated or otherwise transferred to any other parties.

(rev. 03/15/16)